

<b>AWARD / CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING <b>DO-A7</b>		PAGE of PAGES 1   45	
2. CONTRACT (PROC. INST. IDENT.) NO. FA8722-04-C-0009		3. EFFECTIVE DATE 26 AUG 2004		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G			
5. ISSUED BY ESC/NDK ELECTRONIC SYSTEMS CENTER, GAK AIR FORCE MATERIEL COMMAND, USAF 75 VANDENBERG DRIVE, BLDG 1630 HANSCOM AFB, MA 01731-2103 JAMES A. HAMMOND 781-377-3810 James.Hammond@hanscom.af.mil		CODE FA8722		6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE S2401A  DCMA TWIN CITIES B.H. WHIPPLE FED BUILDING, RM 1150 1 FEDERAL DRIVE FT. SNELLING MN 55111 DCMTWINCITIESOPSCHIEF@DCMA.MIL  SCD: C PAS: (NONE)			
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) LOCKHEED MARTIN CORPORATION LOCKHEED MARTIN MISSION SYSTEMS 1620 WILSHIRE DR STE 300 FL 3 BELLEVUE NE 68005-6600 (301) 240-6221				8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)			
				9. DISCOUNT FOR PROMPT PAYMENT N			
				10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN ➡		ITEM See Block 12	
CAGE CODE 3CCV1		FACILITY CODE					
11. SHIP TO / MARK FOR See Section F		CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPS P.O. BOX 182381 COLUMBUS OH 43218-2381  EFT: T		CODE HQ0339	
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION				14. ACCOUNTING AND APPROPRIATION DATA See Section G			
15A. ITEM NO See Section B	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT ➡					\$38,530,448		
<b>16. Table of Contents</b>							
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✓	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS &amp; ATTACHMENTS</b>			
✓	C	DESCRIPTION/SPECS./WORK STATEMENT	20	✓	J	LIST OF ATTACHMENTS	45
✓	D	PACKAGING AND MARKING	21	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> <b>Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> <b>Award</b> (Contractor is not required to sign this document). Your offer on solicitation number _____ including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				20A. NAME OF CONTRACTING OFFICER JOSEPH A. ZIMMERMAN			
19B. Name of Contractor		19C. Date Signed		20B. United States of America		20C. Date Signed	
by _____ (signature of person authorized to sign)				//signed//  by _____ (signature of Contracting Officer)		26 AUG 2004	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1	\$38,530,448.00
		Lot	\$38,530,448.00
	Noun:	FRAMEWORK FUNCTION DEVELOPMENT (3600)	
	ACRN:	9	
	NSN:	N - Not Applicable	
	Contract type:	R - COST PLUS AWARD FEE	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	Descriptive Data:		
	1. The Contractor shall Design, develop, Integrate, Test and Deliver capability as outlined in the SOO, TRD, IMP and in accordance with the approved Spiral Development Increment Plan (SDIP) and the Performance Work Statement.		
	2. The Contractor shall maintain all developed software until transitioned to Operations and Sustainment (O&S).		
	3. The Contractor shall utilize Work Breakdown Structure (WBS) elements to depict a Breakout of tasks to be tracked separately under the Earned Value Management System (EVMS).		
	4. The effort under this CLIN will be divided into three (3) Development Blocks. Each Block will be divided into delivery increments.		
	5. Estimated Periods of Performance are as follows:		
	a. Block 1: Contract Award Through 30 Sept 2007 (Approx. 42 months)		
	b. Block 2: On or about 1 Oct 2006 through 30 Sept 2009 (Approx. 36 Months)		
	c. Block 3: On or about 1 Oct 2008 through 30 Sept 2011(Approx. 36 Months)		
	6. The total estimated Cost of this CLIN (Blocks 1 through 3) is <del>\$37,776,889</del> . The Base Fee Amount is: <del>\$753,559</del> with a maximum potential award fee of <del>\$4,898,136</del> per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
	7. This evolutionary acquisition development effort will be incrementally funded and contract performance is further limited pursuant to Section I clause 52-232-22, Limitation of Funds and section H clause.		
000101			
	Noun:	Funding Info Only	
	ACRN:	AA	\$4,082,345.00
	PR/MIPR:	DD044838N400461-PARTIAL	\$4,082,345.00

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0002		1 Lot	NSP NSP
	<p><i>Noun:</i> DATA FOR CLIN 0001</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>1. Provide data associated with ISPAN modernization A &amp; I Framework Function Development IAW Section J, Exhibit A, CDRLs.</p> <p>2. This CLIN is Not Separately Priced (NSP).</p>		
0003		0 Lot	\$0.00 \$0.00
	<p><i>Noun:</i> AWARD FEE (3600 FY 04-FY14)</p> <p><i>ACRN:</i> 9</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>1. Provides Payment for the award fee for Framework Function Development (3600).</p>		
0004	OPTION CLIN (service)		
	<p><i>Noun:</i> FRAMEWORK FUNCTION O&amp;S 3400 (OPTION 1)</p> <p><i>Descriptive Data:</i></p> <p>1. The contractor shall perform software maintenance and enhancements as directed by the Government in accordance with the TRD and PWS.</p> <p>2. Period of Performance: Option Exercise through 31 Jan 2005</p> <p>3. The total estimated Cost of this CLIN is _____. The Base Fee Amount is _____ with a maximum potential award fee of _____ shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0005	OPTION CLIN (service)  <i>Noun:</i> FRAMEWORK FUNCTION O&S 3400(OPTION 2) <i>Descriptive Data:</i> 1. The contractor shall perform software maintenance and enhancements as directed by the Government in accordance with the TRD and PWS. 2. Period of Performance: 1 Feb 2005 through 31 Jan 2006. 3. The total estimated Cost of this CLIN is _____. The Base Fee Amount is _____ with a maximum potential award fee of _____ shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0006	OPTION CLIN (service)  <i>Noun:</i> FRAMEWORK FUNCTION O&S 3400 (OPTION 3) <i>Descriptive Data:</i> 1. The contractor shall perform software maintenance and enhancements as directed by the Government in accordance with the TRD and PWS. 2. Period of Performance: 1 Feb 2006 through 31 Jan 2007. 3. The total estimated Cost of this CLIN is \$ _____. The Base Fee Amount is \$ _____ with a maximum potential award fee of \$ _____ shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0007	OPTION CLIN (service)  <i>Noun:</i> FRAMEWORK FUNCTION O&S 3400 (OPTION 4) <i>Descriptive Data:</i> 1. The contractor shall perform software maintenance and enhancements as directed by the Government in accordance with the TRD and PWS. 2. Period of Performance: 1 Feb 2007 through 31 Jan 2008. 3. The total estimated Cost of this CLIN is \$ _____. The Base Fee Amount is \$ _____ with a maximum potential award fee of \$ _____ shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0008	OPTION CLIN (service)  <i>Noun:</i> FRAMEWORK FUNCTION O&S 3400 (OPTION 5) <i>Descriptive Data:</i> 1. The contractor shall perform software maintenance and enhancements as directed by the Government in accordance with the TRD and PWS. 2. Period of Performance: 1 Feb 2008 through 31 Jan 2009. 3. The total estimated Cost of this CLIN is \$ _____. The Base Fee Amount is \$ _____ with a maximum potential award fee of \$ _____ shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0009	OPTION CLIN (service)  <i>Noun:</i> FRAMEWORK FUNCTION O&S 3400 (OPTION 6) <i>Descriptive Data:</i> 1. The contractor shall perform software maintenance and enhancements as directed by the Government in accordance with the TRD and PWS. 2. Period of Performance: 1 Feb 2009 through 31 Jan 2010. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0010	OPTION CLIN (service)  <i>Noun:</i> FRAMEWORK FUNCTION O&S 3400 (OPTION 7) <i>Descriptive Data:</i> 1. The contractor shall perform software maintenance and enhancements as directed by the Government in accordance with the TRD and PWS. 2. Period of Performance: 1 Feb 2010 through 31 Jan 2011. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0011	OPTION CLIN (service)  <i>Noun:</i> FRAMEWORK FUNCTION O&S 3400 (OPTION 8) <i>Descriptive Data:</i> 1. The contractor shall perform software maintenance and enhancements as directed by the Government in accordance with the TRD and PWS. 2. Period of Performance: 1 Feb 2011 through 31 Jan 2012. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0012	OPTION CLIN (service)  <i>Noun:</i> FRAMEWORK FUNCTION O&S 3400 (OPTION 9) <i>Descriptive Data:</i> 1. The contractor shall perform software maintenance and enhancements as directed by the Government in accordance with the TRD and PWS. 2. Period of Performance: 1 Feb 2012 through 31 Jan 2013. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0013	OPTION CLIN (service)		
	<p><i>Noun:</i> FRAMEWORK FUNCTION O&amp;S 3400 (OPTION 10)</p> <p><i>Descriptive Data:</i></p> <p>1. The contractor shall perform software maintenance and enhancements as directed by the Government in accordance with the TRD and PWS.</p> <p>2. Period of Performance: 1 Feb 2013 through 31 Jan 2014.</p> <p>3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		
0014	OPTION CLIN (supply)		
	<p><i>Noun:</i> DATA FOR FRAMEWORK FUNCTION 3400 (O&amp;S) CLINS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>1. Provide data for framework and function (O&amp;S) CLINS IAW Section J, Exhibit A, CDRLs.</p> <p>2. This CLIN is Not Separately Priced (NSP). Price is included in Option CLINS 0004 through 0013 if exercised.</p>		
0015	OPTION CLIN (service)		
	<p><i>Noun:</i> AWARD FEE (3400 FY 05-FY15)</p> <p><i>Descriptive Data:</i></p> <p>1. Provides payment of Award Fee for the framework function O&amp;S (3400) if options are exercised.</p>		
0016	OPTION CLIN (service)		
	<p><i>Noun:</i> EXTANT PRODUCT LINE O&amp;S 3400 (OPTION 1)</p> <p><i>Descriptive Data:</i></p> <p>1. Contractor shall perform software maintenance and enhancements on Extant Product Lines identified in the SOO and the individual products' Technical Direction Document (TDD). All work shall be in accordance with the PWS.</p> <p>2. Period of Performance: Option Exercise through 31 Jan 2005.</p> <p>3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0017	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> EXTANT PRODUCT LINE O&amp;S 3400 (OPTION 2)</p> <p><i>Descriptive Data:</i></p> <p>1. Contractor shall perform software maintenance and enhancements on Extant Product Lines identified in the SOO and the individual products' Technical Direction Document (TDD). All work shall be in accordance with the PWS.</p> <p>2. Period of Performance: 1 Feb 2005 through 31 Jan 2006.</p> <p>3. The total estimated Cost of this CLIN is \$ [ ] The Base Fee Amount is \$ [ ] with a maximum potential award fee of \$ [ ] shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		
0018	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> EXTANT PRODUCT LINE O&amp;S 3400 (OPTION 3)</p> <p><i>Descriptive Data:</i></p> <p>1. Contractor shall perform software maintenance and enhancements on Extant Product Lines identified in the SOO and the individual products' Technical Direction Document (TDD). All work shall be in accordance with the PWS.</p> <p>2. Period of Performance: 1 Feb 2006 through 31 Jan 2007.</p> <p>3. The total estimated Cost of this CLIN is \$ [ ] The Base Fee Amount is \$ [ ] with a maximum potential award fee of \$ [ ] shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		
0019	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> EXTANT PRODUCT LINE O&amp;S 3400 (OPTION 4)</p> <p><i>Descriptive Data:</i></p> <p>1. Contractor shall perform software maintenance and enhancements on Extant Product Lines identified in the SOO and the individual products' Technical Direction Document (TDD). All work shall be in accordance with the PWS.</p> <p>2. Period of Performance: 1 Feb 2007 through 31 Jan 2008.</p> <p>3. The total estimated Cost of this CLIN is \$ [ ] The Base Fee Amount is \$ [ ] with a maximum potential award fee of \$ [ ] shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		
0020	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> EXTANT PRODUCT LINE O&amp;S 3400 (OPTION 5)</p> <p><i>Descriptive Data:</i></p> <p>1. Contractor shall perform software maintenance and enhancements on Extant Product Lines identified in the SOO and the individual products' Technical Direction Document (TDD). All work shall be in accordance with the PWS.</p> <p>2. Period of Performance: 1 Feb 2008 through 31 Jan 2009.</p> <p>3. The total estimated Cost of this CLIN is \$ [ ] The Base Fee Amount is \$ [ ] with a maximum potential award fee of \$ [ ] shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0021	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> EXTANT PRODUCT LINE O&amp;S 3400 (OPTION 6)</p> <p><i>Descriptive Data:</i></p> <p>1. Contractor shall perform software maintenance and enhancements on Extant Product Lines identified in the SOO and the individual products' Technical Direction Document (TDD). All work shall be in accordance with the PWS.</p> <p>2. Period of Performance: 1 Feb 2009 through 31 Jan 2010.</p> <p>3. The total estimated Cost of this CLIN is \$ [ ] The Base Fee Amount is \$ [ ] with a maximum potential award fee of \$ [ ] shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		
0022	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> EXTANT PRODUCT LINE O&amp;S 3400 (OPTION 7)</p> <p><i>Descriptive Data:</i></p> <p>1. Contractor shall perform software maintenance and enhancements on Extant Product Lines identified in the SOO and the individual products' Technical Direction Document (TDD). All work shall be in accordance with the PWS.</p> <p>2. Period of Performance: 1 Feb 2010 through 31 Jan 2011.</p> <p>3. The total estimated Cost of this CLIN is \$ [ ] The Base Fee Amount is \$ [ ] with a maximum potential award fee of \$ [ ] shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		
0023	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> EXTANT PRODUCT LINE O&amp;S 3400 (OPTION 8)</p> <p><i>Descriptive Data:</i></p> <p>1. Contractor shall perform software maintenance and enhancements on Extant Product Lines identified in the SOO and the individual products' Technical Direction Document (TDD). All work shall be in accordance with the PWS.</p> <p>2. Period of Performance: 1 Feb 2011 through 31 Jan 2012.</p> <p>3. The total estimated Cost of this CLIN is \$ [ ] The Base Fee Amount is \$ [ ] with a maximum potential award fee of \$ [ ] shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		
0024	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> EXTANT PRODUCT LINE O&amp;S 3400 (OPTION 9)</p> <p><i>Descriptive Data:</i></p> <p>1. Contractor shall perform software maintenance and enhancements on Extant Product Lines identified in the SOO and the individual products' Technical Direction Document (TDD). All work shall be in accordance with the PWS.</p> <p>2. Period of Performance: 1 Feb 2012 through 31 Jan 2013.</p> <p>3. The total estimated Cost of this CLIN is \$ [ ] The Base Fee Amount is \$ [ ] with a maximum potential award fee of \$ [ ] shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		



ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0025	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> EXTANT PRODUCT LINE O&amp;S 3400 (OPTION 10)</p> <p><i>Descriptive Data:</i></p> <p>1. Contractor shall perform software maintenance and enhancements on Extant Product Lines identified in the SOO and the individual products' Technical Direction Document (TDD). All work shall be in accordance with the PWS.</p> <p>2. Period of Performance: 1 Feb 2013 through 31 Jan 2014.</p> <p>3. The total estimated Cost of this CLIN is \$ <input type="text"/>. The Base Fee Amount is \$ <input type="text"/> with a maximum potential award fee of \$ <input type="text"/> shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		
0026	<p>OPTION CLIN (supply)</p> <p><i>Noun:</i> DATA FOR EXTANT PRODUCT LINE (3400) O&amp;S CLINS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>1. Provide data for extant product line (O&amp;S) CLINS IAW Section J, Exhibit A, CDRLs.</p> <p>2. This CLIN is Not Separately Priced (NSP). Price is included in Option CLINS 0016 through 0025 if exercised.</p>		
0027	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> AWARD FEE EXTANT PRODUCT LINES (3400 FY05-FY15)</p> <p><i>Descriptive Data:</i></p> <p>1. Provides payment of Award Fee for extant product line O&amp;S (3400) if options are exercised.</p>		
0028	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> C2 SOFTWARE O&amp;S 3400 (OPTION 1)</p> <p><i>Descriptive Data:</i></p> <p>1. The Contractor shall perform software maintenance and enhancements of the C2 software products identified in the SOO and TDDs in accordance with the PWS.</p> <p>2. Period of Performance: Option Exercise through 31 Jan 2005.</p> <p>3. The total estimated Cost of this CLIN is \$ <input type="text"/>. The Base Fee Amount is \$ <input type="text"/> with a maximum potential award fee of \$ <input type="text"/> shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0029	OPTION CLIN (service)  <i>Noun:</i> C2 SOFTWARE O&S 3400 (OPTION 2) <i>Descriptive Data:</i> 1. The Contractor shall perform software maintenance and enhancements of the C2 software products identified in the SOO and TDDs in accordance with the PWS. 2. Period of Performance: 1 Feb 2005 through 31 Jan 2006. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0030	OPTION CLIN (service)  <i>Noun:</i> C2 SOFTWARE O&S 3400 (OPTION 3) <i>Descriptive Data:</i> 1. The Contractor shall perform software maintenance and enhancements of the C2 software products identified in the SOO and TDDs in accordance with the PWS. 2. Period of Performance: 1 Feb 2006 through 31 Jan 2007. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0031	OPTION CLIN (service)  <i>Noun:</i> C2 SOFTWARE O&S 3400 (OPTION 4) <i>Descriptive Data:</i> 1. The Contractor shall perform software maintenance and enhancements of the C2 software products identified in the SOO and TDDs in accordance with the PWS. 2. Period of Performance: 1 Feb 2007 through 31 Jan 2008. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0032	OPTION CLIN (service)  <i>Noun:</i> C2 SOFTWARE O&S 3400 (OPTION 5) <i>Descriptive Data:</i> 1. The Contractor shall perform software maintenance and enhancements of the C2 software products identified in the SOO and TDDs in accordance with the PWS. 2. Period of Performance: 1 Feb 2008 through 31 Jan 2009. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0033	OPTION CLIN (service)  <i>Noun:</i> C2 SOFTWARE O&S 3400 (OPTION 6) <i>Descriptive Data:</i> 1. The Contractor shall perform software maintenance and enhancements of the C2 software products identified in the SOO and TDDs in accordance with the PWS. 2. Period of Performance: 1 Feb 2009 through 31 Jan 2010. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0034	OPTION CLIN (service)  <i>Noun:</i> C2 SOFTWARE O&S 3400 (OPTION 7) <i>Descriptive Data:</i> 1. The Contractor shall perform software maintenance and enhancements of the C2 software products identified in the SOO and TDDs in accordance with the PWS. 2. Period of Performance: 1 Feb 2010 through 31 Jan 2011. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0035	OPTION CLIN (service)  <i>Noun:</i> C2 SOFTWARE O&S 3400 (OPTION 8) <i>Descriptive Data:</i> 1. The Contractor shall perform software maintenance and enhancements of the C2 software products identified in the SOO and TDDs in accordance with the PWS. 2. Period of Performance: 1 Feb 2011 through 31 Jan 2012. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		
0036	OPTION CLIN (service)  <i>Noun:</i> C2 SOFTWARE O&S 3400 (OPTION 9) <i>Descriptive Data:</i> 1. The Contractor shall perform software maintenance and enhancements of the C2 software products identified in the SOO and TDDs in accordance with the PWS. 2. Period of Performance: 1 Feb 2012 through 31 Jan 2013. 3. The total estimated Cost of this CLIN is \$ [REDACTED]. The Base Fee Amount is \$ [REDACTED] with a maximum potential award fee of \$ [REDACTED] shall be made available per ISPAN modernization (A&I) Award Fee Plan (Attachment 5).		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0037	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> C2 SOFTWARE O&amp;S 3400 (OPTION 10)</p> <p><i>Descriptive Data:</i></p> <ol style="list-style-type: none"> <li>The Contractor shall perform software maintenance and enhancements of the C2 software products identified in the SOO and TDDs in accordance with the PWS.</li> <li>Period of Performance: 1 Feb 2013 through 31 Jan 2014.</li> <li>The total estimated Cost of this CLIN is \$ <input type="text"/>. The Base Fee Amount is \$ <input type="text"/> with a maximum potential award fee of \$ <input type="text"/> shall be made available per ISPAN modernization (A&amp;I) Award Fee Plan (Attachment 5).</li> </ol>		
0038	<p>OPTION CLIN (supply)</p> <p><i>Noun:</i> DATA FOR C2 SOFTWARE O&amp;S 3400</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <ol style="list-style-type: none"> <li>Provide data C2 software (O&amp;S) CLINS IAW Section J, Exhibit A, CDRLs.</li> <li>This CLIN is Not Separately Priced (NSP). Price is included in Option CLINS 0028 through 0037 if exercised.</li> </ol>		
0039	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> AWARD FEE FOR C2 SOFTWARE O&amp;S (3400 FY05-FY15)</p> <p><i>Descriptive Data:</i></p> <ol style="list-style-type: none"> <li>Provides payment of Award Fee for C2 software O&amp;S (3400).</li> <li>If option is exercised</li> </ol>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0040	<p>OPTION CLIN (supply)</p> <p><i>Noun:</i> ADDITIONAL IN-SCOPE TASKS (3600) (INFO CLIN)</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>1. If exercised, the contractor shall provide additional development to deliver global capability software. This would include, but not be limited to required databases, tools, applications, training, and integration that will provide global capability in USSTRATCOM mission areas.</p> <p>2. The total estimated Cost plus fees of this CLIN is \$ <input type="text"/>. This is a Cost Plus Award Fee CLIN.</p> <p>3. This is a Variable Quantities Option CLIN, which will be exercised by establishing SubCLINS in accordance with B-Tables herein (provided by the Contractor as Section J Attachment 15). These B-Tables will be priced by Government Fiscal Year (GFY) IAW RFP Section L, 5.12 and 5.1.</p> <p>4. This evolutionary acquisition development effort will be incrementally funded and contract performance is further limited pursuant to Section I clause 52-232-22, Limitation of Funds and section H clauses.</p>		
0041	<p>OPTION CLIN (supply)</p> <p><i>Noun:</i> DATA FOR CLIN 0040</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>1. Provide data associated with additional in-scope tasks IAW Section J, Exhibit A, CDRs.</p> <p>2. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 0040.</p>		
0042	<p>OPTION CLIN (supply)</p> <p><i>Noun:</i> AWARD FEE FOR ADDITIONAL IN-SCOPE TASKS (3600)</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>1. Provides payment of award fee for additional in-scope tasks if option is exercised.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0043</b>	<p>OPTION CLIN (supply)</p> <p><i>Noun:</i> ADDITIONAL IN-SCOPE TASKS (3400) (INFO CLIN)</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>1. If exercised, the contractor shall provide additional Operations and Sustainment to support additional software developed in CLIN 0040.</p> <p>2. The total estimated Cost plus fees of this CLIN is \$ <input type="text"/>. This is a Cost Plus Award Fee CLIN.</p> <p>3. This is a Variable Quantities Option CLIN, which will be exercised by establishing SubCLINS in accordance with B-Tables herein (provided by the Contractor as Section J Attachment 17). These B-Tables will be priced by Government Fiscal Year (GFY) IAW RFP Section L, 5.12 and 5.1.</p> <p>4. This evolutionary acquisition development effort will be incrementally funded and contract performance is further limited pursuant to Section I clause 52-232-22, Limitation of Funds and section H clauses.</p>		
<b>0044</b>	<p>OPTION CLIN (supply)</p> <p><i>Noun:</i> DATA FOR CLIN 0043</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>1. Provide data associated with additional in-scope tasks IAW Section J, Exhibit A, CDRLs.</p> <p>2. This CLIN Not Separately Priced (NSP). Price is included in Option CLIN 0043.</p>		
<b>0045</b>	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> AWARD FEE FOR ADDITIONAL IN-SCOPE TASKS (3400)</p> <p><i>Descriptive Data:</i></p> <p>1. Provides payment of award fee for additional in-scope tasks if option is exercised.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0046	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> STUDIES/OTHER EFFORTS/MISCELLANEOUS LABOR</p> <p><i>Descriptive Data:</i></p> <p>1. If exercised, the contractor shall provide special analysis tasks, studies, pre-operation support, and integration/installation support in accordance with the SOO, PWS, IMP; Section H Special Contract Requirements ESC-H002-Task Requirements Notices. The contractor shall use the labor categories and labor rates identified in Section B clause B036 (labor categories and rates shall be provided by the contractor as Section J attachment 18).</p> <p>2. The ceiling price of this labor-hour CLIN is \$ <input type="text"/></p> <p>3. Preliminary inspection will be performed at the location of performance. Final inspection and acceptance will be at destination as evidenced by government execution of a DD Form 250, Material Inspection and Receiving Report.</p> <p>4. Points of inspection and acceptance will be specified by the government in each Task Requirement Notice.</p>		
0047	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> DATA FOR CLINS 0046</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Descriptive Data:</i></p> <p>1. Provide data associated with CLIN 0046, Studies/Other Efforts/Miscellaneous Labor IAW Section J, Exhibit A, CDRLs.</p> <p>2. This CLIN is NSP. Price is included in individual TRNs issued in accordance with CLIN 0046.</p> <p>3. Points of inspection and acceptance will be accordance with the applicable CDRL.</p>		
0048	<p>OPTION CLIN (service)</p> <p><i>Noun:</i> TRAVEL AND ODC FOR CLIN 0046</p> <p><i>Descriptive Data:</i></p> <p>1. The contractor shall provide travel and other direct costs in support of CLIN 0046. No profit or fee is associated with this CLIN. Additionally, rates will not exceed those established in the Joint Travel Regulation (in effect at the time of travel) for both per diem and travel expenses</p> <p>2. The estimated cost for this Cost Reimbursable CLIN is TBD.</p>		

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**B036 CONTRACT TYPE: TIME-AND-MATERIALS (FEB 1997) (TAILORED)**

APPLICABLE TO CLINS: 0046, 0047, 0048

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES                      HOURLY RATE (Refer Section J Attachment 15 for Rates)  
(insert categories and hourly rate(s). Hourly rates should be shown for each category by Government Fiscal Year, Contractor Fiscal Year or by specific calendar periods)

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is 500,000  
*Applies to LABOR HOUR CLIN(s) only.*

**B038 CONTRACT TYPE: COST-PLUS-AWARD-FEE (FEB 1997)**

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

(a) The total estimated cost of performance is \$37,776,889.00

(b) The base fee is \$753,559.00

(c) The maximum award fee is \$4,898,136.00

(d) The award fee earned for performance from inception of contract through the evaluation period ending \_\_\_\_\_ has been determined to be \_\_\_\_\_.  
*Applies to Cost-Plus-Award-Fee CLIN(s) only.*

**B049 OPTIONS (APR 2000)**

The Government may require performance of the work required by CLIN(s) \*\*\*\*. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before \*\*\*\*. If the Government exercises this option(s) by \*\*\*\*, the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

OPTION	CLINS	Exc NLT (M/Y)	Total Cost	Base Fee	Award Fee	Price





\*\*\*\* *At any date after contract award and prior to contract completion*

**B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)**

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is \$38,530,448.00

Applicable to following Line Items: 0001, 0002, & 0003

**B054 IMPLEMENTATION OF LIMITATION OF FUNDS (FEB 2003)**

(a) The sum allotted to this contract and available for payment of costs under \_\_\_\_\_ through \_\_\_\_\_ in accordance with the clause in Section I entitled "Limitation of Funds" is \_\_\_\_\_.

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of \_\_\_\_\_ is obligated for payment of fee for work completed under CLINs \_\_\_\_\_.

*Applies to Cost-Plus-Award-Fee CLIN(s) only.*

**B058 PAYMENT OF FEE (CPFF) (FEB 2003) (TAILORED)**

The estimated cost and base fee for this contract are shown below. The applicable base fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost \$37,776,889

Fee \$753,559

*Applies to Base Fee under CPAF CLIN(s) only.*

**ESC-B001 VARIABLE QUANTITY OPTION CLINS (MAR 2004)**

Option CLINs 0040 and 0043 are variable quantity option CLINs. The contractor shall propose defined priced requirements by Government Fiscal Year. Priced B-Tables are incorporated in Section J attachments 15 and 17 respectively. When Funding becomes available to the Government Program Office, the Government shall unilaterally exercise the priced option per B-Tables by establishing a SubCLIN and unilaterally issuing a contract modification. The contractor hereby agrees that the cost/price per Government Fiscal Year in the B-Table will constitute a priced option and that the Government has the right to unilaterally exercise said option anytime during the Government Fiscal Year.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**C001 WORK DESCRIPTION/SPECIFICATION (MAY 1997) (TAILORED)**

Work called for by the contract line items specified in SECTION B shall be performed in accordance with the following:

(CLINS 0004-0048 if CLIN is exercised)

CLIN	DESCRIPTION
0001	a. Section J, Attachment 2, Statement of Objectives b. Section J, Attachment 7, Integrated Master Plan c. Section J, Attachment 12, Performance Work Statement d. Section J, Attachment 3, Technical Requirements Document e. Section J, Attachments 8,9,10, 11, Technical Direction Document f. Section J, Attachment 6, Spiral Development Increment Plan
0002, 0014, 0038 0026, 0041, 0044 0047	Exhibit A Contract Data Requirements List, DD Form 1423
0003, 0015, 0027 0039, 0042, 0045	Section J, Attachment 5, Award Fee Plan
0004 to 0013	a. Section J, Attachment 2, Statement of Objectives b. Section J, Attachment 7, Integrated Master Plan c. Section J, Attachment 12, Performance Work Statement d. Section J, Attachment 3, Technical Requirements Document e. Section J, Attachments 8,9,10, 11, Technical Direction Document f. Section J, Attachment 6, Spiral Development Increment Plan
0016 to 0025	a. Section J, Attachment 2, Statement of Objectives b. Section J, Attachment 7, Integrated Master Plan c. Section J, Attachment 12, Performance Work Statement d. Section J, Attachment 3, Technical Requirements Document e. Section J, Attachments 8,9,10, 11, Technical Direction Document f. Section J, Attachment 6, Spiral Development Increment Plan
0028 to 0037	a. Section J, Attachment 2, Statement of Objectives b. Section J, Attachment 7, Integrated Master Plan c. Section J, Attachment 12, Performance Work Statement d. Section J, Attachment 3, Technical Requirements Document e. Section J, Attachments 8,9,10, 11, Technical Direction Document f. Section J, Attachment 6, Spiral Development Increment Plan
0040, 0043, 0046 0048	a. Section J, Attachment 2, Statement of Objectives b. Section J, Attachment 7, Integrated Master Plan c. Section J, Attachment 12, Performance Work Statement d. Section J, Attachment 3, Technical Requirements Document e. Section J, Attachments 8,9,10, 11, Technical Direction Document f. Section J, Attachment 6, Spiral Development Increment Plan

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT  
CONTRACT CLAUSES**

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-03 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)  
52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)  
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)  
52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (MAY 2001)  
52.246-10 INSPECTION OF FACILITIES (APR 1984)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**E001 REQUIREMENTS FOR DATA ACCEPTANCE (FINAL DD FORM 250) (MAY 1997)**

The Contractor shall prepare and submit a final DD Form 250 on a one-time basis collectively accounting for all completed Exhibit Line/Subline Items which called for submission of the data by letter of transmittal. The DD Form 250 shall include a list and an account of all data submitted by letter of transmittal and approved by the Government during the reporting period.

**E006 RECEIVING REPORT (DD FORM 250) MAILING ADDRESS (APR 1998) (TAILORED)**

(a) Submit original DD Form(s) 250 for all items deliverable under this contract (e.g. hardware, software, exhibit line items, status reports, services, etc.) to the following address:

ESC/NDK  
c/o Joe Zimmerman  
11 Eglin St., Bldg. 1618  
Hanscom AFB, MA 01731

(b) In addition, a copy of the DD Form 250 shall accompany each shipment for all deliverable items. Shipment addresses are specified in Section F of the schedule and/or on the Contract Data Requirements List.

(c) PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to the following office:

ESC/NDK  
c/o Joe Zimmerman  
11 Eglin St., Bldg. 1618  
Hanscom AFB, MA 01731

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			ASREQ
	<i>Noun:</i> FRAMEWORK FUNCTION DEVELOPMENT (3600)					
	<i>ACRN:</i> 9					
	<i>Descriptive Data:</i>					
	1. Inspection and acceptance decisions shall be made at the completion of each individual Block.					
	2. The Government will indicate inspection and acceptance through the DD250.					
	3. Incremental deliveries apply however, all deliveries will be completed NLT 30 Sept 2011.					
0002		1	U			ASREQ
	<i>Noun:</i> DATA FOR CLIN 0001					
	<i>ACRN:</i> U					

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.242-15 STOP-WORK ORDER (AUG 1989)  
52.247-34 F.O.B. DESTINATION (NOV 1991)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998) (TAILORED)**

The respective performance period(s) for option(s) identified in Section B is as follows:

CLIN	Period of Performance
0004	Option Exc. Through 31 Jan 05
0005	1 Feb 05--31 Jan 06
0006	1 Feb 06--31 Jan 07
0007	1 Feb 07--31 Jan 08
0008	1 Feb 08--31 Jan 09
0009	1 Feb 09--31 Jan 10
0010	1 Feb 10--31 Jan 11
0011	1 Feb 11--31 Jan 12
0012	1 Feb 12--31 Jan 13
0013	1 Feb 13--31 Jan 14
0014	ASRQ
0015	ASRQ
0016	Option Exc. Through 31 Jan 05
0017	1 Feb 05--31 Jan 06
0018	1 Feb 06--31 Jan 07
0019	1 Feb 07--31 Jan 08
0020	1 Feb 08--31 Jan 09
0021	1 Feb 09--31 Jan 10
0022	1 Feb 10--31 Jan 11
0023	1 Feb 11--31 Jan 12
0024	1 Feb 12--31 Jan 13
0025	1 Feb 13--31 Jan 14
0026	ASRQ
0027	ASRQ
0028	Option Exc. Through 31 Jan 05
0029	1 Feb 05--31 Jan 06
0030	1 Feb 06--31 Jan 07
0031	1 Feb 07--31 Jan 08
0032	1 Feb 08--31 Jan 09
0033	1 Feb 09--31 Jan 10
0034	1 Feb 10--31 Jan 11
0035	1 Feb 11--31 Jan 12
0036	1 Feb 12--31 Jan 13
0037	1 Feb 13--31 Jan 14
0038	ASRQ
0039	ASRQ



0040 ASRQ  
0041 ASRQ  
0042 ASRQ  
0043 ASRQ  
0044 ASRQ  
0045 ASRQ  
0046\*  
0047\*  
0048\*

\* As defined in individual Task Requirement Notices (TRNs)

#### **F002 PERIOD OF PERFORMANCE (FEB 1997) (TAILORED)**

Period of performance under this contract shall be (Listed Below)).

CLIN Period of Performance  
0001 Contract Award. Through 30 Sept 2011  
0002 ASRQ  
0003 ASRQ

#### **F003 CONTRACT DELIVERIES (FEB 1997)**

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

- (a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".
- (b) "WARO" means "weeks after the effective date for award of the contractual action".
- (c) "DARO" means "days after the effective date for award of the contractual action".
- (d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

PART I - THE SCHEDULE  
SECTION G - CONTRACT ADMINISTRATION DATA

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ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA		\$4,082,345.00
	57 43600 294 3299 675059 000000 582SS 11313F 667100 F67100	
	Funding breakdown: On CLIN 000101: \$4,082,345.00	
	PR/MIPR: DD044838N400461-PARTIAL \$4,082,345.00	

**1. ADMINISTRATIVE INFORMATION**

- a. Contracting Officer: Mr. Joseph A. Zimmerman
  - b. Program Manager: MAJ Steven Koeneker
  - c. Symbol of Purchasing Office: ESC/NDK
  - d. Telephone Number and Extension: 781-377-9237 or 781-377-3810
  - e. Fax Number: 781-377-2444
  - f. Internet address: Joe.Zimmerman@hanscom.af.mil or James.Hammond@hanscom.af.mil
2. The ACO shall forward all documentation (reports, invention disclosure notices, requests) and other information concerning patents to the following address:  
ESC/JAZ  
BLDG 1120  
40 Wright St.  
Hanscom AFB, MA 01731-2903  
(781) 377-4074
3. Transportation Office: Transportation Officer  
Address -Same as Office of Administration
4. Submit info copy of invoices to: ESC/NDX  
11 Eglin St., Bldg. 1618  
Hanscom AFB, MA 01731

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**ESC-G001 REMITTANCE ADDRESS (JUN 2004)**

[Redacted text block containing multiple lines of information, likely the remittance address details.]

**G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (SEP 1999) (TAILORED)**

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to ESC/JAZ

BLDG 1120

40 Wright St.  
Hanscom AFB, MA 01731-2903  
(781) 377-4074

patent administrator can be reached at (781) 377-4074

This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**ESC-H001 COOPERATION WITH SUPPORT CONTRACTORS (MAR 2004)**

- a) The Air Force has entered into contracts with the contractors set forth in paragraph (d) below (hereinafter referred to as "support contractors") for services for scientific engineering and technical effort in support and under the technical direction of the ISPAN program office. The Contractor shall be required to provide support and technical information to the support contractors, to the extent specified herein. The Contractor agrees that the Government may release to the support contractors any technical information required in the performance of this contract. The Contractor also agrees that other support contractors may be added by the Government at no change to the contract price. Additionally, the Contractor agrees to enter into or extend written mutual agreements with each support contractor for the protection of this information. A copy of the signed agreement or extension shall be furnished to the Contracting Officer within 30 days of notification of identity of support contractors.
- (b) Such support shall include the right of the support contractor(s) to attend all scheduled technical audits, technical and program reviews and formal tests conducted in the performance of this contract when specifically required and approved by the Contracting Officer. Discussion with subcontractors by a support contractor shall be accomplished with the approval of the PCO and the concurrence of the Contractor.
- (c) The support and technical information to be provided shall be no greater than required by this contract. The technical support required is limited to the support necessary for the support contractor to fulfill its respective role to provide assistance to the Program Office for evaluation of the technical aspects.
- (d) The support contractors will include the following:

Tecolote Research, Incorporated  
54 Middlesex Turnpike  
Bedford, MA 01730

Modern Technologies Corporation  
4032 Linden Ave  
Dayton OH 45432

The Peter Kiewit Institute  
1110 S 67th Street  
Omaha NE 68182

**ESC-H002 TASK REQUIREMENT NOTICES (MAR 2004)**

{ Applicable to CLINs 0046, 0047 and 0048 }

(a) Task requirements will be placed on Task Requirement Notices (TRN) on a Labor Hour and Cost Reimbursement basis. Only the PCO is authorized to issue TRNs, which will be authorized by a Contracting Officer's letter.

(b) Contractor will propose an estimated number of hours, by category for each TRN as applicable. The Contractor shall furnish all the necessary qualified personnel, materials, facilities, and management resources to furnish the supplies and services set forth in the Integrated Master Plan and Performance Work Statement within the terms specified and at the price(s) stated in the Contract Schedule. The quantities of supplies and services specified in the Schedule are estimates only, and will not necessarily be purchased under this contract. If the Government's requirements do not result in TRN orders in the estimate prescribed in the schedule, the fact shall not constitute the bases for equitable adjustment.

(c) It is understood and agreed that the Contractor shall use, in the performance of the contract, the labor categories and hours specified in each TRN utilizing the labor rates and categories set forth in this contract. All

planned Subcontracting efforts, shall be coordinated and approved by the Government, and will be authorized only at the time the TRN is issued.

(d) The labor categories and hours specified in each TRN represent the current best estimate of the services to be performed. They will be applied at the sole discretion of the Government against the negotiated rates to this contract. To enhance flexibility and to allow the Contractor to determine the optimum labor mix for the TRN, the Contractor may, without notice to the Government, increase or decrease the number of hours for each labor category specified in the TRN by no more than 30%. These adjustments are allowable only to the extent that the not-to-exceed price and the total number of hours of labor CLIN are not exceeded. The Contractor will not be paid for expenditures above the not-to-exceed price of any TRN Time and Material, or the total TRN ceiling amount.

(e) Within sixty (60) days after the completion of each TRN, an authorized representative of the Contractor shall certify, in writing to the PCO (with a copy to the ACO), the number of hours used in each labor category and all cost-reimbursement expenditures incurred in the performance of the TRN. This certification will also identify who performed the labor, i.e., the prime contractor or a specified subcontractor. This information will be the basis for the TRN close-out. DD Form 250 will be submitted along with the certification of hours as the basis for payment.

(f) Notwithstanding any other provision, the Contractor shall maintain sufficient accounting records for verification of the number of hours and categories of labor actually expended in performing each TRN under this contract, by CLIN. It is further understood and agreed that these accounting records shall be available for Government review during the performance of the contract and until three (3) years after final payment under the contract. In the event that subcontract labor is included in the labor effort contained in subparagraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

(g) Payments under CLINs 0046, 0047 and 0048 of this contract will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-hour Contracts". Materials, travel, and other direct costs associated with CLIN 0046 shall not exceed the estimated cost as specified in each TRN. In addition, billing of payment for the actual performance in each individual TRN will be at the rates established in the contract schedule. Withholding of amounts due as contemplated by the clause will apply to the total contract CLIN and not to individual TRNs. Withholding will not exceed 2.5% for the entire CLIN 0046 for the basic effort, regardless of the number of TRNs issued against the contract, and will apply to the first orders and continue until the maximum withholding amount of \$50K is reached per FAR 52.232-7. To facilitate close-out of early TRNs, the amount withheld may be transferred to any subsequent active TRN.

#### **ESC-H003 AWARD FEE (MAR 2004)**

(a) In addition to the profit/fee/one-time special performance incentive set forth elsewhere in the contract, the Contractor may earn a total award-fee amount that is in accordance with the Award Fee Plan (see section J attachment 5) on the basis of performance during the evaluation periods.

(b) Monitoring of Performance. The Contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Fee Review Board (AFRB). The AFRB recommends an award fee to the Fee Determining Official (FDO) who makes the final decision of the award-fee amount paid based on the Contractor's performance during the award-fee evaluation period.

(c) Award Fee Plan. The evaluation criteria and associated grades are specified in the award-fee plan. The evaluation periods with the associated award-fee pool amounts and performance criteria with associated percentages of available award fee are also specified in the award-fee plan. Upon contract award, the Contractor will be provided the FDO-approved award-fee plan.

(d) Modification of Award Fee Plan. Unilateral changes may be made to the award-fee plan if the Contractor is provided written notification by the Contracting Officer at least 30 days before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by bilateral agreement.

(e) Self-Evaluation. The Contractor may submit to the Contracting Officer within five (5) working days after the end of each award-fee evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall not exceed 5 single-sided pages. This self-evaluation will be used in the AFRB's evaluation of the Contractor's performance during this period.

(f) Disputes. All FDO decisions regarding the award fee, including but not limited to, the amount of the award fee, if any; the methodology used to calculate the award fee, the calculation of the award fee, the Contractor's entitlements to the award fee, and the nature and success of the Contractor's performance, shall not be subject to the "Disputes" clause nor reviewed by any Board of Contract Appeal (BCA), court, or other judicial entity.

(g) Award Fee Payment.

(1) Award fee is not subject to the allowable cost, and payment or termination clauses of this contract.

(2) The Contractor may bill for the award fee immediately upon receipt of the Contracting Officer's authorization for payment of the earned award fee amount.

#### **ESC-H004 ASSOCIATE CONTRACTOR AGREEMENTS (MAR 2004)**

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed in (h) below. These agreements must be accomplished no later than 45 days after contract award. More ACAs may be required after the initial agreements have been established.

(b) ACAs shall include the following general information:

- (1) Identify the associate contractors and their relationships.
- (2) Identify the program involved and the relevant Government contracts of the associate Contractors.
- (3) Describe the associate contractor interfaces by general subject matter.
- (4) Specify the categories of information to be exchanged or support to be provided.
- (5) Include the expiration date (or event) of the ACA.
- (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
- (7) Specify that disagreements arising from the ACA that cannot be resolved by the associates will be reviewed and adjudicated by the respective PCO's.

(c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.

(d) Nothing in the foregoing shall affect compliance with the requirements of the clause at 5352.209-9002, Organizational Conflict of Interest.

(e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

(f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

(h) The following contractors are associate contractors with whom agreements are required:

Ballistic Missile Strike Planning Software Support  
Contract # BMSPPSS F25600-02-F-0032  
Northrop Grumman  
Mission Systems  
1408 Fort Crook Road South  
Bellevue, NE 68005

National Desired Ground Zero (DGZ) Integrated Development System (NIDS) II  
Contract # F25600-02-F-0036  
Science Applications International Corporation  
POC: Mr. Scott Fiero  
10260 Campus Point Drive  
San Diego, CA 92121

Air Vehicle Planning System (APS) III Contract #F25600-02-F-8922  
BAE SYSTEMS, Mission Solutions, Inc.  
POC: Mr. Bob Condrey  
1621 Wilshire Drive, Ste 208  
Bellevue, NE 68005

Automated Quality Review and Analysis Software Support (AQRASS)  
Contract F25600-02-F-0034  
Northrop Grumman Information Technologies, Inc.  
Defense Mission Systems  
12005 Surnise Valley Drive  
Reston, VA 20191

CESAR Contract  
Contract #F25600-99-C-501  
Lockheed Martin  
9970 Federal Drive  
Colorado Springs, CO 80921

#### **ESC-H005 ENGINEERING CHANGE PROPOSALS (MAR 2004)**

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal.

(b) The Contractor may initiate engineering change proposals adjustments to estimated cost. Contractor initiated engineering change proposals shall include a "not to exceed" cost or a "not less than" cost and delivery adjustment. Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost.

(c) When the cost of the engineering change is \$550,000 or more, the Contractor shall submit--



(1) A contract pricing proposal using the format in Table 5-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on cost, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

#### **ESC-H006 DATA MARKING AND DELIVERY (MAR 2004)**

All data items delivered under this contract shall be marked in accordance with the appropriate DFARS data rights clause. This shall include all data made available to the government on the Data Accession List (DAL).

#### **ESC-H007 BASE ENTRY (MAR 2004)**

The contractor shall be required to contact the program manager to obtain the necessary base entry procedures.

All personal vehicles will require liability insurance to the levels established by the state of Nebraska. Contractor personnel shall comply with all safety and security regulations while on base to include reporting problems to the Contracting Officer and Security Desk. Copies of these regulations will be available to the contractor at the Air Force installation.

#### **ESC-H008 COMSEC NOTICE (MAR 2004)**

All communications with DoD organizations are subject to communications security (COMSEC) review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, an USAF organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DoD information.

#### **ESC-H009 CONTRACTOR PERSONNEL ADMINISTRATION (MAR 2004)**

When contractor personnel are working on a Government installation:

It is the Contractor's responsibility to supervise the techniques used by all personnel assigned to this contract and to keep such personnel informed of all improvements, changes, and methods of operation to be employed.

The contractor shall have the right to replace, transfer or substitute personnel. Contractor personnel replacement shall be accomplished without causing delays in the performance of this contract. Any personnel replacement made by the Contractor must meet the contract requirements and be able to comply with all security requirements and must be at no additional cost to the Government. The Contracting Officer must be notified of any personnel changes in writing with resume attached prior to such change taking place. If any replacement personnel are disapproved, Contractor is still required to find a qualified replacement.

The Contractor shall ensure that personnel are not placed in a position:

(1) Where they are appointed or employed by government personnel or under the supervision, direction, evaluation of government personnel, military or civilian.

(2) Of command, supervision, administration or control over military or civilian personnel; personnel of other contractors, or become part of a government organization.

(3) To establish requisitioning objectives, station stockage lists, or direct supply channels to a manufacturer, or otherwise circumvent established Department of the Air Force supply channels.

The services performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.

Rules, regulations, direction, and requirements issued by command authorities under their responsibility for good order, administration, and security apply to all personnel who enter the installation or who travel by government transportation. The Contractor shall not construe or interpret this to establish any degree of government control which is inconsistent with a non-personal services contract.

#### **ESC-H010 GOVERNMENT PERFORMANCE OF SERVICES DURING LABOR STRIKES (MAR 2004)**

Because the services called for under this contract are of critical importance to USSTRATCOM the Government reserves the right to take over performance of this contract in the event of a labor strike by the Contractor's employees, impairing the Contractor's ability to satisfactorily perform the contract. In such an event, and at the Government's discretion, the services may be performed exclusively by Government personnel. Under such circumstances the Contractor agrees not to interfere in any way with Government performance, and further agrees to permit the Government to use any essential Contractor-furnished property. The Government shall equitably compensate the Contractor for use of such property.

The Contractor shall not be entitled to payment for any performance period or part thereof, during which the Government assumes performance pursuant to this clause. This clause does not limit the Government's rights under any other clause of this contract.

#### **ESC-H011 MEETINGS WITH GOVERNMENT (MAR 2004)**

Some contractor personnel shall be required to perform tasks requiring Personnel Reliability Program (PRP) certification. The government shall identify when specific tasks require PRP certification. The contractor shall comply with Department of Defense Directive (DODD) 5210.42 and Air Force Instruction (AFI) 36-2104 for PRP-related tasks.

#### **ESC-H012 PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY NATIONAL COMMAND AUTHORITY OR OVERSEAS COMBATANT COMMANDER (MAR 2004)**

During periods of crisis declared by the National Command Authority, or by the Overseas Combatant Commander, the contractor shall perform those essential services identified in a written notice from the Contracting Officer. The written notice shall also specify the hours of operation during the crisis. The contractor would perform the same services, as during normal operations; however, the contractor's work would be focused on the crisis tasks.

#### **ESC-H013 PERMITS AND RESPONSIBILITIES FOR WORK (MAR 2004)**

The Contractor shall, without additional expenses to the Government, obtain all licenses and permits required for the prosecution of the work. The contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work.

#### **ESC-H014 RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL (MAR 2004)**

The Government reserves the right to perform or supplement performance of contract functions with government personnel during periods of disaster, war emergencies, police action, or acts of God.

#### **ESC-H015 SECURITY REQUIREMENTS (MAR 2004)**

Where classified information/data is involved, the Contractor must comply with the "Industrial Security Manual for Safeguarding Classified Information" and the DD Form 254 (Contract Security Classification Specification) in Part III, Section J. (Ref FAR 52.204-2)

Start of required work will not be delayed due to security clearance; however, personnel without the required clearance shall be limited to access material appropriate to their clearance.

The Contractor will be required to comply with all security requirements enforced at USSTRATCOM and Offutt AFB NE.

When directed by the Contracting Officer, the Contractor shall remove any employee who endangers national security. Removal shall be at no cost to the government.

#### **ESC-H016 SECURITY TRAINING (MAR 2004)**

All personnel supporting this contract on a full-time basis at USSTRATCOM must attend and participate in USSTRATCOM's Security Education and Training Program. This includes the quarterly information and computer security refresher training (approximately 1 hour per quarter), and annual anti-terrorism awareness briefings (approximately 1 hour per year). Prior to traveling outside of the U.S. on leave or temporary duty (TDY), contractor personnel must also receive anti-terrorism awareness training and threat briefings for their intended destination. Prime contractors are responsible for ensuring that their subcontractors attend this required training.

#### **ESC-H017 USE OF TOBACCO IN DOD FACILITIES (MAR 2004)**

Contractors are advised that the Department of Defense has banned smoking and the use of smokeless tobacco in government facilities. Contractor employees and visitors are subject to the same restrictions as are government personnel. Smoking and the use of smokeless tobacco are only permitted outdoors in designated areas.

#### **ESC-H018 MEETINGS WITH GOVERNMENT (MAR 2004)**

The Government will normally conduct biweekly meetings of the Systems IPT and the ISPAN Engineering Team, both of which the Contractor will have membership and required representation. These meetings will normally be on alternate weeks.

Preliminary Design Reviews (PDRs) and Critical Design Reviews (CDRs) will typically be conducted at the Contractor's facilities where the contract work is being performed. Use of the terms PDR and CDR is descriptive and the Contractor may tailor the format/content as driven by their development process and as required by software design CDRLs. The dates of the meetings shall be established by the mutual agreement of the Government and the contractor. Subsequent meetings will occur as required and mutually agreed upon. The purpose of these meetings will be to assess and/or assist the Contractor's progress towards meeting the requirements of the contract.

After contract award, the Government will provide, as available, interface definitions, performance characteristics, structure, and similar information about legacy applications such that the legacy applications could initially be thought of as "black boxes" that could be effectively integrated into the Modernization program. The Government will also provide the contractor with available legacy source code, documentation, training materials, and other information associated with the functions of the code in a suitable format.

#### **ESC-H019 ORGANIZATIONAL CONFLICTS OF INTEREST (MAR 2004)**

The contractor shall acknowledge familiarity with the Federal Acquisition Regulation (FAR), Part 9, Subpart 9.5, entitled "Organizational and Consultant Conflicts of Interest," and agrees he will avoid conflicts of interest in accordance with the principles set forth in this subpart. Since the contractor under the terms of this contract will have access to government and third party data which might place the contractor in an organizational conflict of interest, the contractor agrees to perform this contract as set forth below:

- a. To refrain from unauthorized use or disclosure to any individual, corporation, or organization of information/data/software (referred to hereinafter as "data") proprietary to other companies coming into its possession in connection with the work under this contract for as long as it remains proprietary.

b. To execute company-to-company written agreements with companies having a proprietary interest in such data. These agreements shall prescribe the scope of authorized use of such data as well as necessary safeguards against unauthorized use or disclosure, and other terms and conditions to be agreed upon between the parties thereto. A copy of such company-to-company agreements shall be furnished promptly after execution of the contract to the Contracting Officer for information purposes.

c. To obtain from each of its employees, whose responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary data or classified Government information, a written agreement, which in substance shall provide that the employee will not, during employment by the Contractor or thereafter, disclose any such proprietary data or classified Government information to which the employee had access in connection with the work under this contract.

d. To refrain from utilizing proprietary data or classified Government information coming into its possession in connection with work under this contract for purposes other than those for which it has been furnished unless specifically authorized by the organization providing such proprietary data or Government information.

e. To hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

f. This provision shall remain in effect so long as the third party data remains proprietary and/or the Government information remains classified.

#### **H004 TECHNICAL REVIEW (MITRE) (MAY 1997)**

(a) The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

(b) Explanation of MITRE Role

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

(3) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(c) The Contractor agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

(d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

#### **H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

#### **H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997) (TAILORED)**

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

- (a) One (1) copy to: Office of Public Affairs, ESC/PAM, 9 Eglin Street, Hanscom AFB MA 01731-2118.
- (b) One (1) copy to: Contracting Officer, Mr. Joe Zimmerman
- (c) One (1) copy to: Program Manager, Major Steve Koeneker.

#### **H033 SOLICITATION NUMBER (APR 1998)**

Solicitation Number: \_\_\_\_\_

#### **H044 RENT-FREE USE OF GOVERNMENT-OWNED PROPERTY (FEB 2003) (TAILORED)**

The Contractor is authorized to use in the performance of this contract on a rent-free, noninterference basis the Government-owned property identified below, made available during the periods set forth below.

ITEM (TBD)	PERIOD AVAILABLE
See Section J- Government Furnished Property	

#### **H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)**

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

*Applies to Cost-Plus-Award-Fee CLIN(s) only.*

#### **H063 CONTRACTOR IDENTIFICATION (FEB 2003)**

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

#### **H087 GOVERNMENT- FURNISHED PROPERTY (GFP) (FEB 2003) (TAILORED)**

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. destination, for use in performance of this contract. Upon completion of the contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

ITEM NR	NSN	NOUN	PART NO	QTY	DELIVERY DATE
See section J- Government Furnished Property (Refer Section J Attachment # 4)					

**H089 TECHNOLOGY INSERTION (IT RESOURCES) (JUL 2003) (TAILORED)**

(a) As changes in technology occur, the Contractor shall propose substitution of new products/items for inclusion in this contract. These items include hardware, software, and services developed by, marketed by, or otherwise available from the Contractor. The proposed items should provide at least equivalent performance with economic benefits or enhanced performance. At least every 365 days, the Contractor shall either submit such a proposal or inform the Contracting Officer that no new items meet the above criteria.

(b) The Contractor shall provide price and performance data to support an improvement in performance and/or price. If necessary for evaluation by the Government, the Contractor shall provide a demonstration of the proposed items.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database Version: 6.1.x.800; Issued: 7/6/2004; FAR: FAC 2001-24 (Partial); DFAR: DCN20040625; DL.: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-04; AFAC: AFAC 2004-0419; IPN: 98-009

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.203-03	GRATUITIES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) - ALTERNATE I (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997) Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media: 'CD ROM'
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002) <i>Applies to Cost-Plus-Award-Fee CLIN(s) only.</i>
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '\$0.00'
52.222-03	CONVICT LABOR (JUN 2003)
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)

52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - ALTERNATE I (DEC 2001) Alt I, List Terms: 'N/A'
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.224-01	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-02	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-12	PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997) para (l), insert agency instructions for communications 'See Section G'
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996) <i>Applies to Cost-Plus-Award-Fee CLIN(s) only.</i>
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) <i>Applies to Labor hour CLIN(s) only.</i>
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-22	LIMITATION OF FUNDS (APR 1984) <i>Applies to Cost-Plus-Award-Fee CLIN(s) only.</i>
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002)
52.233-03	PROTEST AFTER AWARD (AUG 1996) <i>Applies to labor hour CLIN(s) only.</i>
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985) <i>Applies to Cost-Plus-Award-Fee CLIN(s) only.</i>
52.234-01	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.239-01	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) <i>Applies to Cost-Plus-Award-Fee CLIN(s) only.</i>
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-12	REPORT OF SHIPMENT (REPSHIP) (JUN 2003)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) <i>Applies to Cost-Plus-Award-Fee CLIN(s) only.</i>
52.243-03	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) <i>Applies to labor hour CLIN(s) only.</i>
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'



52.244-02	Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days' SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998) Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'TBD' Para (k), Insert subcontracts which were evaluated during negotiations: 'All proposed Lockheed Martin teammates identified under Volume IIa of Mission Capability' <i>Applies to Cost-Plus-Award-Fee CLIN(s) only.</i>
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2004)
52.245-01	PROPERTY RECORDS (APR 1984)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (MAY 2004)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984) <i>Applies to labor hour CLIN(s) only.</i>
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997) <i>Applies to Cost-Plus-Award-Fee CLIN(s) only.</i>
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) <i>Applies to Cost-Plus-Award-Fee CLIN(s) only.</i>
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV (SEP 1996) <i>Applies to labor hour CLIN(s) only.</i>
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

## **B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV 2003)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.211-7000	ACQUISITION STREAMLINING (DEC 1991)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 2004)
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004)
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004) - ALTERNATE I (APR 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
252.227-7020	RIGHTS IN SPECIAL WORKS (JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)
252.232-7006	ALTERNATE A TO FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2003) <i>Applies to labor hour CLIN(s) only.</i>
252.234-7001	EARNED VALUE MANAGEMENT SYSTEM (MAR 1998) Para (f), Subcontractors selected for application of EVMS: 'TBD'
252.235-7003	FREQUENCY AUTHORIZATION (DEC 1991)
252.235-7003	FREQUENCY AUTHORIZATION (DEC 1991) - ALTERNATE I (DEC 1991)
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000) <i>Applies to Cost-Plus-Award-Fee CLIN(s) only.</i>
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.245-7000	GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY (DEC 1991)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE III (MAY 2002)
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002) Para (e), Contractor's address is 'Refer tab 7 of front page of SF 26' Para (e), Government remittance address is 'N/A'

#### **C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)
5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003) Para (c), List of Class I ODSs. 'None'
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002) Para (b), Any additional requirements to comply with local security procedures 'all other USSTRATCOM requirements necessary'

#### **D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.209-9002	ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002)
5352.227-9000	EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

**52.217-07 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989) (TAILORED)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within In accordance with Section B-049. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**52.217-08 OPTION TO EXTEND SERVICES (NOV 1999) (TAILORED)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to CLIN completion.

**52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

**52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT**

**252.212-700169 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003) (OCT 2003)**

\_\_\_\_ 252.226-7001 Utilization Of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

**C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997) (TAILORED)**

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP) or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Following are installations where base support will be provided TBD.

(f) The Government support to be furnished under this contract is TBD. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

Alternate I (AFMC)(JUL 1997). As prescribed in 5345.106-90(b), add the following paragraph (g) to the basic clause:

(g) When this contract is a cost, cost-reimbursement, time-and-materials, or labor hour contract, the Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed. Only the prior written approval of the Contracting Officer can relieve the Contractor from this restriction.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	78		CONTRACT DATA REQUIREMENTS LIST (CDRLS)
ATTACHMENT 1	10		DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD FORM 254)
ATTACHMENT 2	5		STATEMENT OF OBJECTIVES
ATTACHMENT 3	1		TECHNICAL REQUIREMENTS DOCUMENTS (TRD) SECRET (INC. BY REFERENCE)
ATTACHMENT 4	TBD		GOVERNMENT FURNISHED PROPERTY (GFP) (CONTRACTOR PROVIDED LIST)
ATTACHMENT 5	26		AWARD FEE PLAN
ATTACHMENT 6	3		SPIRAL DEVELOPMENT INCREMENT PLAN (SDIP) PROCESS
ATTACHMENT 7	TBD		INTEGRATED MASTER PLAN (IMP) (CONTRACTOR PROVIDED)
ATTACHMENT 8	8		DATA MANAGEMENT SYSTEMS (TDD)
ATTACHMENT 9	6		DOCUMENT PRODUCTION SYSTEM (TDD)
ATTACHMENT 10	6		THEATRE INTEGRATED PLANNING SUBSYSTEM (TDD)
ATTACHMENT 11	5		ISPAN SWEARS (TDD)
ATTACHMENT 12	TBD		PERFORMANCE WORK STATEMENT (PWS) (CONTRACTOR PROVIDED)
ATTACHMENT 14	1		SECURITY CLASSIFICATION GUIDE (SECRET: INC. BY REFERENCE)
ATTACHMENT 15	1		CONTRACTOR PROVIDED B TABLES FOR CLIN 40
ATTACHMENT 16	1		LIST OF TECHNICAL DATA WITH RESTRICTIONS (CONTRACTOR PROVIDED)
ATTACHMENT 17	1		CONTRACTOR PROVIDED B TABLES FOR CLIN 43
ATTACHMENT 18	15		CONTRACTOR PROVIDED TABLES FOR CLIN 46
ATTACHMENT 19	2		SUBCONTRACTING PLAN (INCORPORATED BY REFERENCE)